

2. CONTRACT (Proc. Inst. Ident.) NO.		3. SOLICITATION NO. SP0600-01-R-0056		4. TYPE OF SOLICITATION [] SEALED BID (IFB) [x] NEGOTIATED (RFP)		5. DATE ISSUED 5 April 2001		6. REQUISITION/PURCHASE NO. SC0600-01-0403	
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7. ISSUED BY CODE Defense Energy Support Center 8725 JOHN J. KINGMAN RD, SUITE 2945 FORT BELVOIR, VA 22060-6222 P.P. 6.2 BUYER/SYMBOL - ADEL PARKER/DESC-FPC Phone: (703) 767-9382 FAX: (703) 767-8506 E-mail: aparker@desc.dla.mil				SC0600		8. ADDRESS OFFER TO (If other than item 7) Attn: Bid Custodian, DESC-CPC, Room3729 Defense Energy Support Center 8725 JOHN J. KINGMAN RD, SUITE 4950 FORT BELVOIR, VA 22060-6222 FAX: (703) 767-8506 Verification: (703) 767-8465			
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NOTE: In sealed bid solicitation "offer" and "offeror mean "bid" and "Bidder".

SOLICITATION

9. Sealed offers in original and **1 (one)** copies for furnishing the supplies or services in the Schedule will be received at the place specified, in the depository located in **Room 3729** until **3:00 PM** local time **5 May 2001**.
(hour) (date)

CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L. Provision No. 52.215-10. All offers are subject to all tems and conditions contained in this solicitation.

10. FOR INFORMATION CALL:	A. NAME ADEL PARKER	(703) 767-9382
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OFFER (Must be fully completed by offeror)

NOTE: ITEM 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within **120** calendar days (60 calendar days unless a different period is inserted by the offer) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See section I, Clause No 52.232-8) 14 & 15	10 CALENDAR DAYS %	20 CALENDAR DAYS %	30 CALENDAR DAYS %	CALENDAR DAYS %
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14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the solicitation for offerors and related documents numbered and dated:	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

15A. NAME AND ADDRESS OF OFFEROR	CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print) FAX #	
	BIDDER CODE - CAGE CODE			

15B. TELEPHONE NO. (Include area code)	15C. CHECK IF REMITTANCE ADDRESS [] IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS	17. SIGNATURE	18. OFFER DATE
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AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEM NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION
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22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: [] 10 U.S.C. 2304(c)() [] 41 U.S.C. 253(c)()	23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)	ITEM
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24. ADMINISTRATION BY (If other than Item 7)	25. PAYMENT WILL BE MADE BY
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SECTION B SUPPLIES/SERVICES AND PRICES

B34.01 SERVICES TO BE FURNISHED AND PRICES (DFSC FEB 1991)

The services to be furnished during the period 01 August 2001 through 31 July 2006 (five-years) and the unit price is as follows:

The Contractor shall receive, store, and ship one grade of Government-owned petroleum products (JP-8) in the Alamogordo, NM area.

Terms and conditions applicable to the requirement are as follows:

A. AREA OF CONSIDERATION: 20 mile radius of Holloman AFB, NM and within 100 miles of El Paso, Texas.

B. TANKAGE REQUIRED: Approximately 102,000 barrels (shell capacity) for Turbine Fuel Aviation, Grade JP-8 storage with a minimum of two tanks required, interconnected and isolated from other facilities and products handled within the tank farm. Each tank shall be capable of receiving pipeline tender of 27,000 barrels. Clause L116.01, DATA REQUIRED (STORAGE) to be submitted applies.

C. ESTIMATED THROUGHPUT: 800,000 barrels each 12-month period. Throughput is computed as follows: receipts plus issues, divided by two. The estimated throughput quantity does not include the initial fill of the terminal.

D. GRADE OF SERVICE: Turbine Fuel Aviation, Grade JP8

E. RECEIVING CAPABILITY: Pipeline: Via Contractor-furnished pipeline and connection facilities to the common carrier pipeline system on a 24 hour per day, seven day per week basis. The Contractor must be capable of furnishing and providing a Contractor Furnished pipeline System and pipeline connection facilities to the Kinder Morgan Common Carrier Pipeline System capable of receiving product from the Navajo, Shell and El Paso refineries at commercial rates compatible with the carriers system. The average pipeline tender is 27,000 barrels. The Contractor's facility must also provide a capacity to receive product by commercial tank truck on a contingency basis only.

F. SHIPPING CAPABILITY: Via Government –furnished tank truck on a 8:00am to 4:00pm; five days per week (Saturdays, Sundays and Federal holidays excepted as stipulated in the Wage Determination). Via Contractor furnished pipeline and connection facilities to Holloman Air Force Base, NM 24 hours per day seven days per week. Contractor may be required to load and ship tank trucks on an overtime basis (see Clause G148.05(c) SUBMISSION OF INVOICES FOR PAYMENT (SERVICES); paragraph 9(c) OVERTIME and Clause 116.01(a) CONTRACT WORK HOURS AND SAFETY STANDARDS ACT – OVERTIME COMPENSATION; paragraph (a) OVERTIME REQUIREMENTS).

G. ANCILLARY FACILITIES: The facilities to be furnished under this contract shall include as minimum the following:

1. STORAGE TANKS AND FACILITIES: All tanks and facilities must meet the minimum requirement of the current API Standards, the NFPA Codes, and facilities of the type to be provided. Cone-roof tanks with interior floating pans are preferred, however, cone-roof tanks without floating pans are acceptable. The tanks and facilities will consist of one dedicated system capable of receiving, storing and shipping one grade of Government-owned fuel. An isolated system in place of the preferred

dedicated system is acceptable provided the requirements of Clause L116.0(d) are met.

2. GOVERNMENT-FURNISHED TANK TRUCKS: The Contractor's truck loading facilities must provide unrestricted access to Government-furnished tank trucks, be capable of bottom loading product, be out fitted with a Scully system (or compatible), be equipped with a temperature Compensating Meter to accurately measure the volume of product being loaded, and be able to load a minimum of four 8,000 gallon tank trucks per hour. The Contractor's truck loading

facilities shall be in compliance with Federal, State, and local environmental laws and regulations based upon the type product being loaded.

3. FILTRATION CAPACITY: The Contractor-furnished filtration system shall meet the requirements of API Bulletin 1581, Group II, Class B to allow for product filtration during truck loading operations and tank-to-tank transfers.

4. ADDITIVE INJECTION SYSTEM: The Contractor shall provide a separate injection system (pump and ancillary connection facilities) for the injection of each Government-furnished additive (i.e. Fuel System Icing Inhibitor (FSII), Anti Static Additive (ASI)) into the product during tank truck loading operations, (see Clause F45.01 and F45.03).

5. QUALITY REPRESENTATIVE SUPPORT FACILITY: The Contractor shall furnish, as a minimum, office space of approximately 110 square feet and furniture for use by the Government Quality Surveillance Representative (QSR). Furniture items include a 3-drawers desk; one swivel chair with arms, one straight chair; 2-shelf bookcases, 3-drawer letter size locking file cabinet, Texas Instrument Model 5130 ten-digit desk top calculator or equivalent. Contractor shall provide janitorial services for the QSR office space of the same quality and type that is provided for his own office area at the terminal.

6. QUALITY REPRESENTATIVE TELEPHONE SUPPORT: The Contractor shall furnish a telephone and phone recorder with remote access device installed on a dedicated line for use by the QSR. The installation charge and monthly telephone bill will be reimbursed to the Contractor upon presentation of supporting documentation and an invoice certified by the QSR. No fee or administrative charge will be added to the telephone bill.

7. FACSIMILE MACHINE: The Contractor shall obtain and provide a Facsimile Machine, Brother Intelli Facsimile Model 1570MC or equal. The Facsimile machine shall be placed on a suitable table next to the telephone. The Facsimile machine shall be for exclusive use of the Government Representative to transmit and receive data between Defense Energy Support Center/Department of Defense activities and the Contractor's terminal.

8. FACSIMILE MACHINE TELEPHONE: The Contractor shall obtain and provide a commercial telephone on a dedicated line for use with the facsimile machine. The telephone service shall consist of the following:

- a. Telephone voice grade line terminated RJ1C telephone jack
- b. Telephone for the facsimile machine shall not be utilized for any other purpose
- c. The Government will reimburse the Contractor for direct out-of-pocket cost associated with the telephone services upon receipt of a QSR certified invoice itemizing the long distance charges.
- d. No fee or administrative charges will be allowed to be added to the bill

9. PHOTOCOPY TYPE REPRODUCTION MACHINE: The Contractor shall provide a photocopy type reproduction machine that is capable of handling letter and legal size copies. The Contractor shall provide sufficient quantities of both sizes of paper to meet the terminal's and QSR's copy requirements.

10. FUEL AUTOMATED SYSTEM (FAS) ADP EQUIPMENT: The Contractor shall input inventory data of Government-owned product directly into the Government's Fuel Automated System (FAS) utilizing the Government-furnished computer hardware and software. DESC will install the necessary hardware and software and provide training to minimum of two (2) contractor personnel. Reference Clause I119.04 for additional information regarding the Government's inventory data requirements.

11. FAS DATA ENTRY TELEPHONE SUPPORT: The Contractor shall provide an unrestricted commercial telephone line to be used for data entry into the Government FAS System. The installation charge and the monthly telephone bill will be reimbursed by the Government upon presentation of supporting documentation and an invoice certified by the QSR. No fee or administrative charge will be allowed to be added to the bill.

H. BEST COMMERCIAL PRACTICES: In the absence of any contract provisions or reference to a method, specification, or other instructions the Contractor shall perform all services here under in accordance with the best commercial practices.

CONTRACT LINE ITEM 1001 (MUCC) (See note below): The services and facilities to be provided during the performance of this contract and the prices are as follows: **MULTIYEAR:** August 1, 2001 through July 31, 2006 (Five Years)

month		Use charge per tank per (prorated for part months) includes initial fill and final shipment PRICE		
TANK NO.	TYPE	SHELL CAPACITY BARRELS	FILL CAPACITY BARRELS	

SUBLINE ITEM 1001A:

For the first 800,000 barrels of product received into storage after initial fill per year or prorated part thereof for any part year that the use of storage is limited to a period of less than one year, there is to be no additional charge (**included in the tankage use charge**).

SUBLINE ITEM 1001B:

For the first 800,000 barrels of product loaded and shipped from storage, after initial fill per year or prorated part thereof for any part year that the use of storage is limited to a period of less than one year, there is to be no additional charge (**included in the tankage use charge**).

SUBLINE ITEM 1001C:

Include any other charges that would apply that are not included under line item 1001 or in the subline items below:

SUBLINE ITEM 1002: EXCESS THROUGHPUT (EXTP):

In excess of 800,000 barrels of throughput per year (or prorated part thereof for any partial year), the Contractor will be reimbursed

\$ _____ for the entire contract period) per barrel. Throughput is defined as receipts plus issues divided by two (2).

SUBLINE ITEM 1003: INJECTION OF FUEL SYSTEM ICING INHIBITOR: (FSII injection)(IFSI):

The Contractor will be reimbursed \$ _____ (multiyear) per barrel for injecting FSII additive.

SUBLINE ITEM 1004: INJECTION OF ANTI-STATIC ADDITIVE (ASA)(IFCA):

The Contractor will be reimbursed \$ _____ (multiyear) per barrel for injecting ASA additive.

SUBLINE ITEM 1005: PURCHASE OF FUEL SYSTEM ICING INHIBITOR (PFSI):

The Government will normally purchase and provide FSII. In those cases where the Contractor is required to purchase the additive, the Government will reimburse the Contractor direct-out-of-pocket costs incurred in acquiring such additive.

SUBLINE ITEM 1006: PURCHASE OF ANTI-STATIC ADDITIVE (ASA)(PFCA):

The Government will normally purchase and provide ASA. In those cases where the Contractor is required to purchase the additive, the Government will reimburse the Contractor direct-out-of-pocket costs incurred in acquiring such additive.

SUBLINE ITEM 1007: OVERTIME:

Services other than normal working hours shall be ordered for this subline item in accordance with Clause I16.01 and

Clause G148.05. The overtime rates listed below shall apply, unless altered by union agreement or Government regulations. The Contracting Officer shall be notified by the Contractor of any change to these rates, which will be supported, with copies of the appropriate union agreement or formal Government notice.

EMPLOYEE CLASSIFICATION

OVERTIME RATE

Show Computation for the overtime rate of each Classification as follows:

Category

Base Rate times 1.5

Plus Payroll Taxes & Insurance (specify rate)

Subtotal

Plus Profit (specify rate)

Total Overtime Rate

SUBLINE ITEM 1008: FACSIMILE TELEPHONE (COMM):

The Contractor will be reimbursed for out-of-pocket costs for the Facsimile Telephone. Invoices for reimbursement shall be certified by the QSR and include supporting documentation.

SUBLINE ITEM 1009: COMMERCIAL TELEPHONE LINE (COMM):

The Contractor will be reimbursed for out-of-pocket costs for the QSR telephone expenses. Invoices for reimbursement shall be certified by the QSR and include supporting documentation.

SUBLINE ITEM 1010: FAS TELEPHONE LINE (COMM):

The Contractor shall provide a dedicated commercial telephone line for data entry into the DFAMS/DADS system. The Contractor will be reimbursed for out-of-pocket costs for the QSR telephone expenses. Invoices for reimbursement shall be certified by the QSR and include supporting documentation.

SUBLINE ITEM 1011: LABORATORY SERVICES (LABS):

The Contractor shall provide laboratory services to test US Government-owned products (See Clause C19.07).

C19.07 TESTING OF PETROLEUM PRODUCTS (DESC AUG 1991)

(a) The tests identified in attachment 1 of the solicitation are a required part of the services to be provided. The Contractor will provide these tests in the following manner (please mark applicable box):

[] The Contractor will perform the tests using its own qualified personnel, facilities, and equipment. (All costs for this service are to be included in the monthly service charge.)

[] The Contractor will not perform the tests with its own personnel, but will provide on a seven days per week, 24 hours per day, basis, all facilities and equipment for testing of product by Government personnel. (All costs for this service are to be included in the monthly service charge.)

[] The Contractor will not provide its own personnel, facilities, or equipment. Instead, upon the Government's request, the Contractor will transport any sample(s) to a commercial laboratory approved by the Government and arrange for the commercial laboratory to perform all required tests. (The Government will reimburse the Contractor for the actual costs of the tests by the commercial laboratory. All other associated costs are to be included in the monthly service charge.)

(b) All facilities and equipment to be provided, whether that of a Contractor or commercially-owned, must conform to the standards for such facilities and equipment established by the Occupational Safety and Health Act and implementing regulations and the National Fire Protection Association.

SECTION F – DELIVERIES OR PERFORMANCE

F76 CONTRACT PERIOD/PERFORMANCE REQUIREMENTS (STORAGE) (DESC DEC 1991)

During the contract period, August 1, 2001 through July 31, 2006, the Contractor shall provide petroleum storage facilities and services at the following location:

(Street address)

(City/State/Zip)
(DESC 52.242-9FA1)

SECTION G – CONTRACT ADMINISTRATION DATA

THIS CLAUSE APPLIES ONLY TO DESC-FUNDED ITEMS.

G9.06 ADDRESS TO WHICH REMITTANCE SHOULD BE MAILED (DESC DEC 1999)

Remittances shall be mailed only at the Government's option or where an exception to payment by Electronic Funds Transfer (EFT) applies. (See the PAYMENT BY ELECTRONIC FUNDS TRANSFER - CENTRAL CONTRACTOR REGISTRATION or the PAYMENT BY ELECTRONIC FUNDS TRANSFER - OTHER THAN CENTRAL CONTRACTOR REGISTRATION clause.)

Offeror shall indicate below the complete mailing address (including the nine-digit zip code) to which remittances should be mailed if such address is other than that shown in Block 15a (Standard Form (SF) 33) for noncommercial items or Block 17a (SF 1449) for commercial items. In addition, if offeror did not incorporate its nine-digit zip code in the address shown in Block 15a of the SF 33 or in Block 17a of the SF 1449, the offeror shall enter it below:

(a) Payee Name (Contractor): _____
(DO NOT EXCEED 25 CHARACTERS)

(b) Check Remittance Address:

(DO NOT EXCEED 30 CHARACTERS PER LINE)

(c) Narrative Information (special instructions).

(DO NOT EXCEED 153 CHARACTERS)

(DESC 52.232-9F55)

THIS CLAUSE APPLIES ONLY TO DESC-FUNDED ITEMS.

THIS CLAUSE APPLIES ONLY TO DESC-FUNDED ITEMS.

**G9.07 ELECTRONIC TRANSFER OF FUNDS PAYMENTS - CORPORATE TRADE EXCHANGE
(DESC JUN 2000)**

(a) The Contractor shall supply the following information to the Contracting Officer no later than 5 days after contract award and before submission of the first request for payment.

NAME OF RECEIVING BANK: _____

(DO NOT EXCEED 29 CHARACTERS)

CITY AND STATE OF RECEIVING BANK: _____

(DO NOT EXCEED 20 CHARACTERS)

AMERICAN BANKERS ASSOCIATION NINE DIGIT IDENTIFIER OF RECEIVING BANK: _____

ACCOUNT TYPE CODE: (Contractor to designate one)

[] CHECKING TYPE 22

[] SAVINGS TYPE 32

RECIPIENT'S ACCOUNT NUMBER ENCLOSED IN PARENTHESES: _____

(DO NOT EXCEED 15 CHARACTERS)

RECIPIENT'S NAME: _____

(DO NOT EXCEED 25 CHARACTERS)

STREET ADDRESS: _____

(DO NOT EXCEED 25 CHARACTERS)

CITY AND STATE: _____

(DO NOT EXCEED 25 CHARACTERS)

NOTE: Additional information may be entered in **EITHER** paragraph (b) **OR** paragraph (c) below. Total space available for information entered in (b) **OR** (c) is 153 characters.

(b) **SPECIAL INSTRUCTIONS/OTHER IDENTIFYING DATA:**

Four horizontal number lines are provided for graphing. Each line has 21 tick marks, but no numerical labels are present.

(DO NOT EXCEED 153 CHARACTERS)

OR

(c) **THIRD PARTY INFORMATION:** Where payment is to be forwarded from the receiving bank to another financial institution for deposit into Contractor's account, the following information **must** be supplied by the Contractor: Second Bank Name, City/State and/or Country, Account Number, and Account Name.

(DO NOT EXCEED 153 CHARACTERS)

(d) CONTRACTOR'S DESIGNATED OFFICIAL SUBMITTING ELECTRONIC FUNDS TRANSFER INFORMATION.

NAME: _____
(DO NOT EXCEED 25 CHARACTERS)

TITLE: _____
(DO NOT EXCEED 25 CHARACTERS)

TELEPHONE NUMBER: _____
(DO NOT EXCEED 25 CHARACTERS)

SIGNATURE: _____

(e) Any change by the Contractor in designation of the bank account to receive electronic transfer of funds in accordance with this clause must be received by the Contracting Officer no later than 30 days prior to the date the change is to become effective.

(f) The electronic transfer of funds does not constitute an assignment of such funds in any form or fashion.

(g) In the event corporate trade exchange (CTX) payments cannot be processed, the Government retains the option to make payments under this contract by check.

(h) **NOTICE TO FOREIGN SUPPLIERS.**

(1) Payment may be made through the Federal Reserve Wire Transfer system. The bank designated as the receiving bank must be located in the United States and must be capable of receiving Automated Clearing House (ACH) transactions. The appropriate American Bankers Association nine-digit identifier must be supplied in order for payments to be processed through CTX.

(2) If your account is with a foreign bank that has an account with a bank located within the United States, the U.S. bank may be designated as the receiving bank. The recipient's name and account number shall identify the foreign bank, and transfer instructions to supplier's account must be specified in (b) and (c) above.

(3) The Third Party Information supplied in (c) above will be located in the first RMT segment of the CTX payment information sent to the receiving bank.

(i) Notwithstanding any other provision of the contract, the requirements of this clause shall control.
(DESC 52.232-9FJ1)

**G9.09 PAYMENT BY ELECTRONIC FUNDS TRANSFER - CENTRAL CONTRACTOR REGISTRATION
(MAY 1999)**

(a) METHOD OF PAYMENT.

(1) All payments by the Government under this contract, shall be made electronic funds transfer (EFT), except as provided in paragraph (a)(2) of this clause. As used in this clause, the term EFT refers to the funds transfer and may also include the information transfer.

(2) In the event the Government is unable to release one or more payments by EFT, the Contractor agrees to either--

(i) Accept payment by check or some other mutually agreeable method of payment; or

(ii) Request the Government to extend the payment due date until such time as the Government can make payment by EFT (but see paragraph (d) of this clause).

(b) **CONTRACTOR'S EFT INFORMATION.** The Government shall make payment to the Contractor using the EFT information contained in the Central Contractor Registration (CCR) database. In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to the CCR database.

(c) **MECHANISMS FOR EFT PAYMENT.** The Government shall make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR Part 210.

(d) **SUSPENSION OF PAYMENT.** If the Contractor's EFT information in the CCR database is incorrect, then the Government need not make payment to the Contractor under this contract until correct EFT information is entered into the CCR database; and any invoice or contract financing request shall be deemed not to be a proper invoice for the purpose of prompt payment under this contract. The prompt payment terms of the contract regarding notice of an improper invoice and delays in accrual of interest penalties apply.

(e) **CONTRACTOR EFT ARRANGEMENTS.** The Contractor has identified multiple payment receiving points (i.e., more than one remittance address and/or EFT information set) in the CCR database, and the Contractor has not notified the Government of the payment receiving point applicable to this contract, the Government shall make payment to the first payment receiving point (EFT information set or remittance address as applicable) listed in the CCR database.

(f) LIABILITY FOR UNCOMPLETED OR ERRONEOUS TRANSFERS.

(1) If an uncompleted or erroneous transfer occurs because the Government used the Contractor's EFT information incorrectly, the Government remains responsible for--

(i) Making a correct payment;

(ii) Paying any prompt payment penalty due; and

(iii) Recovering any erroneously directed funds.

(2) If an uncompleted or erroneous transfer occurs because the Contractor's EFT information was incorrect or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and--

(i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously direct funds; or

(ii) If the funds remain under the control of the payment office, the Government shall not make payment and the provisions of paragraph (d) of this clause shall apply.

(g) **EFT AND PROMPT PAYMENT.** A payment shall be deemed to have been made in a timely manner in accordance with the prompt payment terms of this contract if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.

(h) **EFT AND ASSIGNMENT OF CLAIMS.** If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor shall require a condition of any such assignment that the assignee shall register in the CCR database and shall be paid by EFT in accordance with the terms of this clause. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect within the meaning of paragraph (d) of this clause.

(i) **LIABILITY FOR CHANGE OF EFT INFORMATION BY FINANCIAL AGENT.** The Government is not liable for errors resulting from changes in EFT information made by the Contractor's financial agent.

(j) **PAYMENT INFORMATION.** The payment or disbursing office shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government shall mail the payment information to the remittance address contained in the CCR database.

(FAR 52.232-33)

SECTION I – CONTRACT CLAUSES

I238.02 **NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS**

(JAN 1999)

(a) **DEFINITION. HUBZone small business concern**, as used in this clause, means a small business concern that appears on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration.

(b) **EVALUATION PREFERENCE**

(1) Offers will be evaluated by adding a factor of 10 percent to the price of all offers, except—

(i) Offers from HUBZone small business concerns that have not waived the evaluation preference;

(ii) Otherwise successful offers from small business concerns;

(iii) Otherwise successful offers of eligible products under the Trade Agreements Act when the dollar threshold for application of the Act is exceeded (see 25.402 of the Federal Acquisition Regulation (FAR)); and

(iv) Otherwise successful offers where application of the factor would be inconsistent with a Memorandum of Understanding or other international agreement with a foreign government.

(2) The factor of 10 percent shall be applied on a line item basis or to any group of items on which award may be made. Other evaluation factors described in the solicitation shall be applied before application of the factor.

(3) A concern that is both a HUBZone small business concern and a small disadvantaged business concern will receive the benefit of both the HUBZone small business price evaluation preference and the small disadvantaged business price evaluation adjustment (see FAR clause 52.219-23). Each applicable price evaluation preference or adjustment shall be calculated independently against an offeror's base offer. These individual preference amounts shall be added together to arrive at the total evaluated price for that offer.

(c) **WAIVER OF EVALUATION PREFERENCE.** A HUBZone small business concern may elect to waive the evaluation preference, in which case the factor will be added to its offer for evaluation purposes. The agreements in paragraph (d) of this clause do not apply if the offeror has waived the evaluation preference.

[] Offer elects to waive the evaluation preference.

(d) **AGREEMENT.** A HUBZone small business concern agrees that in the performance of the contract, in the case of a contract for--

(1) Services (except construction), at least 50 percent of the cost of personnel for contract performance will be spent for employees of the concern or employees of other HUBZone small business concerns;

(2) Supplies (other than procurement from a nonmanufacturer of such supplies), at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern or other HUBZone small business concerns;

(3) General construction, at least 15 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other HUBZone small business concerns; or

(4) Construction by special trade contractors, at least 25 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other HUBZone small business concerns.

(e) A HUBZone joint venture agrees that in the performance of the contract, the applicable percentage specified in paragraph (d) of this clause will be performed by the HUBZone small business participant or participants;

(f) A HUBZone small business concern nonmanufacturer agrees to furnish in performing this contract only end items manufactured or produced by HUBZone small business manufacturer concerns. This paragraph does not apply in connection with construction or service contracts.

(FAR 52.219-4)

**SECTION K – REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS OR
QUOTERS**

K1.01-5 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)

The offeror represents that--

(a) It--

☐ has

☐ has not--

participated in a previous contract or subcontract subject to the EQUAL OPPORTUNITY clause of this solicitation;

(b) It--

☐ has

☐ has not--

filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

(FAR 52.222-22)

K1.01-6 AFFIRMATIVE ACTION COMPLIANCE (APR 1984)

THE FAR REPRESENTATION IN THE FOLLOWING PARAGRAPH SHALL BE COMPLETED BY EACH OFFEROR WHOSE OFFER IS \$50,000 OR MORE AND WHO HAS 50 OR MORE EMPLOYEES.

This representation--

☐ DOES APPLY.

☐ DOES NOT APPLY.

The offeror represents that--

(a) It--

☐ has developed and has on file

☐ has not developed and does not have on file--

at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2); or

(b) It--

☐ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(FAR 52.222-25)

K1.01-11 SMALL BUSINESS PROGRAM REPRESENTATIONS (ALTS I/II) (OCT 2000/OCT 2000/OCT 2000)

(a) (1) The North American Industry Classification System (NAICS) code for this acquisition is: 49319.

(2) The small business size standard is \$18.5M.

(3) The small business size standard for a concern that submits an offer in its own name, other than on a construction or service contract, but that proposes to furnish a product that it did not itself manufacture, is 500 employees.

(b) REPRESENTATIONS.

(1) The offeror represents as part of its offer that it--

☐ is,

☐ is not

a small business concern.

(2) **(Complete only if offeror represented itself as a small business concern in paragraph (b)(1) of this provision.)** The offeror represents, for general statistical purposes, that it--

☐ is,

☐ is not

a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) **(Complete only if offeror represented itself as a small business concern in paragraph (b)(1) of this provision.)** The offeror represents as part of its offer that it--

☐ is,

☐ is not

a women-owned small business concern.

(4) **(Complete only if offeror represented itself as a small business concern in paragraph (b)(1) of this provision.)** The offeror represents, as part of its offer, that it—

☐ is

☐ is not

a veteran-owned small business concern.

(5) **(Complete only if offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.)** The offeror represents, as part of its offer, that it—

☐ is

☐ is not

a service-disabled veteran-owned small business concern.

(6) **(Complete only if offeror represented itself as a small business concern in paragraph (b)(1) of this provision.)** The offeror represents, as part of its offer, that--

(i) It--

☐ is

☐ is not

a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR Part 126; and

(ii) It--

☐ is

☐ is not

a joint venture that complies with the requirements of 13 CFR Part 126, and the representation in subdivision (b)(4)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. **The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture:**

Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(7) (Complete if the offeror represented itself as disadvantaged in paragraph (b)(2) of this provision.) The offeror shall check the category in which its ownership falls:

☐ Black American.

☐ Hispanic American.

☐ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

☐ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

☐ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan,

Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

[] Individual/concern, other than one of the preceding.

(c) **DEFINITIONS.** As used in this provision--

(1) **Service-disabled veteran-owned small business concern** means a small business concern--

(i) *Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and*

(ii) *The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.*

(2) **Service-disabled veteran** means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service connected, as defined in 38 U.S.C. 101(16).

(3) **Small business concern** means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

(4) **Veteran-owned small business concern** means a small business concern—

(i) *Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and*

(ii) *The management and daily business operations of which are controlled by one or more veterans.*

(5) **Women-owned small business concern** means a small business concern—

(i) *That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and*

(ii) *Whose management and daily business operations are controlled by one or more women.*

(d) **NOTICE.**

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to sections 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--

(i) Be punished by imposition of a fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

(FAR 52.219-1/Alts I/II)

K7

COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION (APR 1998)

NOTE: This notice does not apply to small businesses or foreign governments.

This notice is in three parts, identified by Roman numerals I through III.

Offerors shall examine each part and provide the requested information in order to determine Cost Accounting Standards (CAS) requirements applicable to any resultant contract.

If the offeror is an educational institution, Part II does not apply unless the contemplated contract will be subject to full or modified CAS coverage pursuant to 48 CFR 9903.201-2(c)(5) or 9903.201-2(c)(6), respectively.

I. DISCLOSURE STATEMENT - COST ACCOUNTING PRACTICES AND CERTIFICATION

(a) Any contract in excess of \$500,000 resulting from this solicitation, will be subject to the requirements of the Cost Accounting Standards Board (48 CFR Chapter 99), except for those contracts that are exempt as

specified in 48 CFR 9903.201-1.

(b) Any offeror submitting a proposal which, if accepted, will result in a contract subject to the requirements of 48 CFR Chapter 99 must, as a condition of contracting, submit a Disclosure Statement as required by 48 CFR 9903.202. When required, the Disclosure Statement must be submitted as a part of the offeror's proposal under this solicitation unless the offeror has already submitted a Disclosure Statement disclosing the practices used in connection with the pricing of this proposal. If an applicable Disclosure Statement has already been submitted, the offeror may satisfy the requirement for submission by providing the information requested in paragraph (c) of Part I of this provision.

CAUTION: In the absence of specific regulations or agreement, a practice disclosed in a Disclosure Statement shall not, by virtue of such disclosure, be deemed to be a proper, approved, or agreed-to practice for pricing proposals or accumulating and reporting contract performance cost data.

(c) Check the appropriate box below:

☐ (1) **CERTIFICATE OF CONCURRENT SUBMISSION OF DISCLOSURE**

STATEMENT.

The offeror hereby certifies that, as a part of the offer, copies of the Disclosure Statement have been submitted as follows: (i) original and one copy to the cognizant Administrative Contracting Officer (ACO) or cognizant Federal agency official authorized to act in that capacity (Federal official), as applicable, and (ii) one copy to the cognizant contract auditor.

(Disclosure must be on Form Number CASB DS-1 or CASB DS-2, as applicable. Forms may be obtained from the cognizant ACO or Federal official and/or from the loose-leaf version of the Federal Acquisition Regulation.)

Date of Disclosure Statement:

Name and address of cognizant ACO or Federal official where filed:

The offeror further certifies that practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the Disclosure Statement.

☐ (2) **CERTIFICATE OF PREVIOUSLY SUBMITTED DISCLOSURE STATEMENT.**

The offeror hereby certifies that Disclosure Statement was filed as follows:

Date of Disclosure Statement:

Name and address of cognizant ACO or Federal official where filed:

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the applicable Disclosure Statement.

☐ (3) **CERTIFICATE OF MONETARY EXEMPTION.**

The offeror hereby certifies that the offeror, together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated prime contracts and subcontracts subject to CAS totaling more than \$25 million (of which at least one award exceeded \$1 million) in the cost accounting period immediately preceding the period in which this proposal was submitted. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

☐ (4) **CERTIFICATE OF INTERIM EXEMPTION.**

The offeror hereby certifies that (i) the offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this offer was submitted and (ii) in accordance with 48 CFR 9903.202-1, the offeror is not yet required to submit a Disclosure Statement. The offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the offeror will immediately submit a revised certificate to the Contracting Officer, in the form specified under subparagraph (c)(1) or (c)(2) of Part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement.

CAUTION: Offerors currently required to disclose because they were awarded a CAS-covered prime contract or subcontract of \$25 million or more in the current cost accounting period may not claim this exemption

(4). Further, the exemption applies only in connection with proposals submitted before expiration of the 90-day period following the cost accounting period in which the monetary exemption was exceeded.

II. COST ACCOUNTING STANDARDS - ELIGIBILITY FOR MODIFIED CONTRACT COVERAGE

If the offeror is eligible to use the modified provisions of 48 CFR 9903.201-2(b) and elects to do so, the offeror shall indicate by checking the box below. Checking the box below shall mean that the resultant contract is subject to the DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING PRACTICES clause in lieu of the COST ACCOUNTING STANDARDS clause.

☐ The offeror hereby claims an exemption from the COST ACCOUNTING STANDARDS clause under the provisions of 48 CFR 9903.201-2(b) and certifies that the offeror is eligible for use of the DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING PRACTICES clause because during the cost accounting period immediately preceding the period in which this proposal was submitted, the offeror received less than \$25 million in awards of CAS-covered prime contracts and subcontracts, or the offeror did not receive a single CAS-covered award exceeding \$1 million. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

CAUTION: An offeror may not claim the above eligibility for modified contract coverage if this proposal is expected to result in the award of a CAS-covered contract of \$25 million or more or if, during its current cost accounting period, the offeror has been awarded a single CAS-covered prime contract or subcontract of \$25 million or more.

III. ADDITIONAL COST ACCOUNTING STANDARDS APPLICABLE TO EXISTING CONTRACTS

The offeror shall indicate below whether award of the contemplated contract would, in accordance with subparagraph (a)(3) of the COST ACCOUNTING STANDARDS clause, require a change in established cost accounting practices affecting existing contracts and subcontracts.

☐ YES

☐ NO

K15.03 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985)

(a) The offeror certifies that--

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered;

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory--

(1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above _____ [insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization];

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.

(c) If the offeror deletes or modifies subparagraph (a)(2) above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

(FAR 52.203-2)(FAR 52.230-1)

K33.01 AUTHORIZED NEGOTIATORS (DFSC JAN 1998)

The first page of the offer must show names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate with the Government on the offeror's behalf in connection with this solicitation. The offeror or quoter represents that the following persons are authorized to negotiate on its behalf with the Government in connection with this request for proposals or quotations.

K41 WOMEN-OWNED BUSINESS (OTHER THAN SMALL BUSINESS) (MAY 1999)

(a) **DEFINITION. Women-owned business concern**, as used in this provision, means a concern that is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) **REPRESENTATION.** (Complete only if the offeror is a women-owned business concern and has not represented itself as a small business concern in paragraph (b)(1) of FAR 52.219-1, SMALL BUSINESS PROGRAM REPRESENTATIONS, of this solicitation.) The offeror represents that it ☐ is, ☐ is not a women-owned business concern.

(FAR 52.204-5)

K45 FACSIMILE INVOICING (COCO/GOCO) (DESC SEP 1988)

(a) Submission of invoices by facsimile (FAX) is authorized when the offeror will utilize this method of invoicing ~~at all times~~.

(b) Offeror shall indicate whether or not s/he intends to submit invoices via FAX:

☐ YES ☐ NO

(c) See the SUBMISSION OF INVOICES BY FACSIMILE clause for FAX invoicing procedures.

(DESC 52.232-9F05)

K88 TAXPAYER IDENTIFICATION (OCT 1998)

(a) **DEFINITIONS.**

Common parent, as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

Taxpayer Identification Number (TIN), as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the

payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) **TAXPAYER IDENTIFICATION NUMBER (TIN).**

☐ TIN: _____.

☐ TIN has been applied for.

☐ TIN is not required because--

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of the Federal Government.

(e) **TYPE OF ORGANIZATION.**

☐ Sole proprietorship;

☐ Partnership;

☐ Corporate entity (not tax-exempt);

☐ Corporate entity (tax-exempt);

☐ Government entity (Federal, State, or local);

☐ International organization per 26 CFR 1.6049-4;

☐ Other _____.

(f) **COMMON PARENT.**

☐ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

☐ Name and TIN of common parent:

Name:

TIN:

(FAR 52.204-3

K94 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER

RESPONSIBILITY MATTERS (JAN 2001)

(a) (1) The offeror certifies, to the best of its knowledge and belief, that--

(i) The offeror and/or any of its principals--

(A) ☐ are,

☐ are not

presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) ☐ have,

☐ have not

within the three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property;

(C) ☐ are,

☐ are not

presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision; and

(ii) (A) The offeror, aside from the offenses enumerated in paragraphs (a)(i)(A), (B), and (C) of this provision--

☐ has,
☐ has not

within the past three years, relative to tax, labor and employment, environmental, antitrust, or consumer protection laws--

(a) *Been convicted of a Federal or State felony (or has any Federal or State felony indictments currently pending against them);*

(b) Had a Federal court judgment in a civil case brought by the United States rendered against them; or

(c) Had an adverse decision by a Federal administrative law judge, board, or commission indicating a willful violation of law.

(B) If the offeror has responded affirmatively, the offeror shall provide additional information if requested by the Contracting Officer; and

(iii) The offeror--

☐ has,
☐ has not

within the three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) **Principals**, for the purposes of this certification, means officers, directors, owners, partners, and persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES, AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

(b) The offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the offeror's responsibility. Failure of the offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(FAR 52.209-5)